

18: Limited Warranty, Product and Satellite Service Terms, Warranty Support, and Software License

This Limited Warranty applies only to the Iridium branded Iridium Extreme® (including hardware, software and firmware but excluding leather case) and the Accessories listed in Chapter 3 of this User Manual (collectively, “Product”) sold by Iridium or its authorized resellers and distributors (collectively, “Service Providers”). This Limited Warranty extends only to the first purchaser of the Product and is not assignable or transferable.

Subject to the Exclusions contained below, Iridium warrants to you that the Product will be free from defects in materials and workmanship under normal usage for a period of one year from your date of purchase. You are required to provide proof of purchase as a condition of receiving warranty service as more fully described in “Warranty Claim Process” on page 202.

Any replacement products or parts may contain new and used materials equivalent to new in performance and reliability. Any replacement product or part will also have functionality at least equal to that of the product or part being replaced. Replacement products and parts are warranted to be free from defects in material or workmanship under normal usage for the remainder of the applicable warranty period of the original Product for which a replacement product or part is provided under this Limited Warranty. A returned Product for which a replacement has been provided shall become Iridium’s property.

If Iridium receives, during the warranty period and in accordance with the instructions set out in this Limited Warranty, notice of a defect in the Product covered by this Limited Warranty, Iridium will repair or replace the Product or refund the purchase price of the Product, at Iridium’s sole option. Iridium shall have no obligation to repair, replace, or refund unless the defective Product is returned in accordance with the instructions set out in this Limited Warranty and within the warranty period.

IRIDIUM DOES AND MAY CONTINUE, AT ITS SOLE DISCRETION, TO SUBCONTRACT TO AND ENGAGE A THIRD PARTY TO PROVIDE THE WARRANTY SERVICES PROVIDED FOR IN THIS USER MANUAL.

If you acquired this Product and Accessories in Australia or in New Zealand, this Product and Accessories come with guarantees that cannot be excluded under the Australian Consumer Law or similar legislation in New Zealand. Notwithstanding other express terms and other limitations of this Limited Warranty (which other express terms and other limitations are negated by this paragraph, but only to the extent inconsistent with this paragraph, and will not be applied to limit consumer rights under such guarantees), where such guarantees operate, consumers are entitled to a replacement or a refund for a major failure of this Product and Accessories and for compensation for any other reasonably foreseeable loss or damage. Where such guarantees operate, consumers are also entitled to have this Product and Accessories repaired or replaced if this Product and Accessories fail to be of acceptable quality and the failure does not amount to a major failure. Please follow the instructions as to use and report problems promptly: problems caused by use that is abnormal or contrary to instructions will generally not be covered. You should contact your Product and Accessories provider in relation to problems with the Product and Accessories and Iridium will assist your Product and Accessories provider to resolve them, including replacement where required.

Exclusions

This Limited Warranty does not apply in the following circumstances:

Normal wear and tear. Periodic maintenance, repair or replacement of parts due to normal wear and tear are excluded from coverage.

Batteries. Only batteries whose fully charged capacity falls below 80% of rated capacity and batteries that leak are covered by this Limited Warranty. Batteries that are charged by other than an Iridium-approved battery charger; having seals that are broken or show evidence of tampering; are used in equipment other than the Product; or are charged and stored at temperatures greater than 60 degrees centigrade, are not covered by this Limited Warranty.

Abuse and Misuse. Defects or damage that result from improper operation or storage, misuse or abuse, accident or neglect; exposure to open, uncovered connectors including contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat or spills of food; use of the Product for abnormal purposes; stretching coil cords or breaking coil cord modular tabs; breakage or damage to antennas or scratches or other damage to plastic surfaces or other externally exposed parts caused by your use; or other acts which are not the fault of Iridium, are excluded from coverage.

Use of Non-Iridium Products and Accessories. Defects or damage that result from the use of non-Iridium branded products (other than the antenna supplied with your Product), accessories or software or other ancillary or peripheral equipment are excluded from coverage.

Unauthorized Service or Modifications. Defects or damage resulting from any service, testing, adjustment, integration, installation, operation, maintenance, service, alteration, modification or integration with any non-Iridium product in any manner other than in accordance with Product user documentation and instructions and/or by someone other than Iridium or a Service Provider are excluded from coverage.

Altered Products. Products that have been tampered with, altered, have non-Iridium housings or parts, or have had the serial numbers or date tags removed, altered or obliterated are excluded from coverage.

Communication Services. Defects, damages or failure of the Product due to any non-Iridium communication service or signal or use of a non-Iridium branded communication service or signal are excluded from coverage.

Software Embodied in Physical Media. No warranty is made that any software will meet your requirements or will work in combination with any hardware or software applications provided by third parties, that the operation of the software will be uninterrupted or error free, or that all defects in the software will be corrected.

Privacy and Data Security. Privacy and data security are important to everyone. Some features of your Product may affect your privacy or data security. Therefore, it is important to monitor access to your Product and not to leave it where others might have unmonitored access. Lock your satellite phone's keypad when not in use. Erase all personal information or data before disposing of the satellite phone or recycling it. See Chapter 8 of this User Manual for instructions on how to delete all personal information. The satellite phone uses network-based positioning technology, which may be used to obtain a user's approximate location and thereby affect a user's privacy.

Limitations of Warranty/Local Laws

IRIDIUM MAKES NO REPRESENTATIONS, GUARANTEES, CONDITIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS, GUARANTEES, CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF

DEALING, LAW, USAGE, OR TRADE PRACTICE, USE, OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF ANY PRODUCTS, ACCESSORIES, FACILITIES OR SERVICES OR USER INFORMATION, EXCEPT AS EXPRESSLY STATED IN THIS LIMITED WARRANTY. ANY OTHER STANDARDS OF PERFORMANCE, GUARANTEES, CONDITIONS AND WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTY CONTAINED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. FURTHER, THIS LIMITED WARRANTY COVERS THE PRODUCT ONLY, AND NO WARRANTY IS MADE AS TO USER INFORMATION AND/OR COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY IRIDIUM SEPARATELY FOR IRIDIUM SATELLITE SERVICES.

This Product is covered by a U.S.A. warranty. This Limited Warranty is applicable in all countries and is enforceable in any country or region where Iridium or its Service Provider offer warranty service for the Product. Outside of the U.S.A., any different warranty terms, liabilities and/or legal requirements of the country in which the Product is sold are specifically disclaimed by Iridium. Warranty service availability and response times may vary from country to country and may be subject to registration requirements in the country of purchase. Your Iridium Service Provider can provide details.

This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state to state/country to country. Some states/countries do not allow or acknowledge the existence, limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so some limitations or exclusions of this Limited Warranty may not apply to you. You are advised to consult applicable state/country laws for a full determination of your rights.

Conditions of Use and Limitations of Liability.

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USERS OF THE IRIDIUM SATELLITE PHONE SERVICES AND RELATED EQUIPMENT, INCLUDING WITHOUT LIMITATION THOSE USING THE SERVICE AND THE PRODUCT IN ANY MANNER IN CONJUNCTION WITH EMERGENCY 911 (U.S.), EMERGENCY TRIPLE ZERO (000)/ 112 (AUSTRALIA) OR ANY OTHER DISTRESS CALLING OR EMERGENCY SERVICES, BOTH PUBLIC OR PRIVATELY OPERATED, ACKNOWLEDGE AND AGREE AS A CONDITION OF THE PROVISION OF SERVICE AND PRODUCT BY IRIDIUM THAT THEY WILL MAKE NO CLAIM, WHETHER IN CONTRACT, INDEMNITY, TORT OR ANY OTHER LEGAL THEORY AGAINST IRIDIUM FOR BODILY INJURY, LOSS OF LIFE, DAMAGE TO PROPERTY OR FOR ANY OTHER LOSS WHATSOEVER, OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, BY REASON OF ANY UNAVAILABILITY, DELAY, FAULTINESS OR FAILURES OF THE IRIDIUM FACILITIES OR SERVICE, PRODUCT, OR EQUIPMENT OR FOR INACCURACIES OR FAILURES WITH REGARD TO ANY USER INFORMATION PROVIDED. THIS IS A WAIVER AND RELEASE AND DISCLAIMER OF LIABILITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND APPLIES REGARDLESS OF THE CAUSE OF ANY LIABILITY, INCLUDING WITHOUT LIMITATIONS, TO WRONGFUL CONDUCT, OMISSION OR FAULT OF EMPLOYEES OR AGENTS OF IRIDIUM.

By your use of the Product and Iridium Satellite Services you consent to Iridium's disclosure of user information, including, but not limited to name, address, telephone number and location information, including, where available, the geographic coordinates of equipment, to governmental and quasi-governmental agencies where Iridium deems it necessary in its sole discretion to respond to an exigent circumstance.

These governmental and quasi-governmental agencies shall be deemed “users” for all purposes of this Limited Warranty.

You are permitted to use the Product only as described and specified in this Limited Warranty. By using the Product, you are indicating that without limitation you agree to comply with the terms of this Limited Warranty, including without limitation this section describing permitted use of the Product (the “Conditions of Use”). If you fail to comply with this Limited Warranty and the Conditions of Use, Iridium may void certain protections offered under the Limited Warranty and Iridium reserves the right to terminate your right to use the Product on the Iridium system. If you do not accept the terms of this Limited Warranty, do not use the Product on the Iridium system.

You are permitted to use the Product only in connection with service on the Iridium system using airtime purchased from your Service Provider. You are required to comply with this Limited Warranty and the Conditions of Use and Limitations of Liability, as well as all terms and conditions that are provided separately by your Service Provider, as such terms and conditions may change from time to time. Iridium or your Service Provider may also establish additional terms and conditions from time to time. In the event any Iridium term or condition conflicts with any Service Provider term or condition, the Iridium term or condition shall govern. Service provider will be provided with notice of any new terms and conditions or any changes in these terms and conditions. All terms and conditions will be effective as of your receipt of the notices of new or modified terms and conditions, and your continued use of the Product after such receipt shall constitute your acceptance of such new or modified terms.

You may not use the Product in connection with any third-party devices, including but not limited to computers, cameras, batteries, GPS devices, recorders or other devices which alter the information sent or received by the Product, except to the extent that Iridium has tested those devices and confirmed that their use will have no adverse effect on the Iridium system. All devices approved by Iridium will be advertised and labeled as being approved by Iridium and you may use only “Iridium Certified Devices” with this Product and with the Iridium system.

You may not modify the Product or any component of the Product. You may not reverse-engineer, or attempt to reverse-engineer, the Product, any component of any Product or the manner in which the Product connects to, sends information to, receives information from, or otherwise interacts with the Iridium system.

You are required to comply with all applicable laws and regulations in your use of the Product. To the extent that you: (i) violate this Limited Warranty, the terms and conditions applicable to the Iridium system or

other agreements between you and Iridium, or between you and your Service Provider; (ii) utilize a product other than an Iridium-Approved Device on the Iridium system; (iii) modify the Product or any Product component, reverse-engineer the Product or any Product component or attempt to do so; or (iv) violate any applicable laws or regulations (collectively “Unauthorized Use”), you agree to defend, indemnify and hold Iridium and your Service Provider harmless with respect to any claims or actions by governmental entities or other third parties related to your Unauthorized Use and to pay all costs, damages, fines and other amounts incurred by us, or on our behalf, in the defense of any such claims or actions. Further, we specifically disallow any liability and will not credit back airtime charges related to any Unauthorized Use.

In addition to Iridium’s express reservation of other remedies available to us, we reserve the right to discontinue providing Iridium Satellite Services to you and/or to disable your Product’s access to the Iridium system. If Iridium reasonably believes that you are engaged in any Unauthorized Use, we may seek equitable relief to prevent such Unauthorized Use without having to wait to see if damage to the Iridium system occurs.

Warranty Claim Process

Should your Product require service within the warranty period or for warranty questions, repairs or for the return of the Product, **please contact your Service Provider or any other Service Provider in your country. Do not contact Iridium.** For warranty claims, you will be required to provide the following proof of purchase documentation: your dated bill of sale or delivery receipt (including your name, address and telephone number; the name and address of the Service Provider who sold you the Product; the model number and International Mobile Identification Number (IMEI); and the sale price of the Product), together with a written description of the problem. You are responsible for shipping the Product to the authorized warranty service center designated by your Service Provider with freight and insurance prepaid. Product that is repaired or replaced under this Limited Warranty shall be shipped to your Service Provider who will work with you to arrange transfer of the product. In certain states/countries, including Australia and New Zealand, the law requires that manufacturers or sellers incur costs relating to the warranty return and replacement of any products. In those jurisdictions, Iridium and/or the Service Provider will pay the costs of return and/or replacement, as required.

Refer to www.iridium.com for a list of Service Providers or contact your Service Provider for warranty information.

SOFTWARE LICENSE

The following terms govern your access and use of the Iridium or Iridium-supplied software (“Software”) contained on the Product you purchased.

License. Conditioned upon compliance with the terms and conditions of this Limited Warranty, Iridium grants to you a nonexclusive and nontransferable license to use for your internal purposes the Software and the Documentation. “Documentation” means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by Iridium with the Software in any manner. You shall use the Software solely as embedded in (or, if downloaded, as provided via download), for execution on, and for communication via the Iridium system.

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- (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
- (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
- (iv) use or permit the Software to be on a service bureau or time sharing basis or otherwise, without the express written authorization of Iridium; or
- (v) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Iridium. You shall implement

reasonable security measures to protect such trade secrets.

To the extent required by law, and at your written request, Iridium shall provide you with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Iridium's applicable fee, if any. You shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Iridium makes such information available.

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